

INVITATION TO BID



Department Of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

DATE ADVERTISED: August 18, 2005

ITB Title: Wheel Loader, Front-End, Rubber-Tired, 25,800 lbs

ITB Number: IT12925-AAB

Due Date: September 1, 2005 - 2:00 P.M.

Buyer: Amon Billups, amon.billups@metrokc.gov, (206) 263-4270

Furnishing new, current model **Front-End Rubber-Tired Wheel Loaders**, in accordance with the following and attached Invitation to Bid (ITB), instructions, requirements, and specifications.

TOTAL BID PRICE \$ _____

PRE-BID CONFERENCE

Tuesday, August 23, 2005, 9:30AM
King County Procurement Services
Section, Exchange Bldg, 8th Fl, East Conf.
Room, Seattle, WA 98104

Sealed Bids are hereby solicited and will **ONLY** be received by:

King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598

Office Hours: 8:00 a.m. - 5:00 p.m.
Monday - Friday

OFFEROR MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name

Address

City / State / Postal Code

Authorized Representative / Title

Signature

Phone

Fax

Company Contact / Title

Email

Phone

Fax

Delivery guaranteed: ☐ Yes ☐ No

Days after order:

Prompt Payment Discount Terms:

_____%-____Days, Net ____

This Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

SECTION 1 - BIDDING INSTRUCTIONS AND PURCHASE CONTRACT CONDITIONS

1-1 EXPLANATION TO OFFERORS

All questions and any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and directed to the named buyer not later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

1-2 SUBMISSION OF OFFERS

- A. The **original and (1) copy** of this entire solicitation document package shall be signed and submitted complete. Original shall be noted or stamped "original". Offerors shall use and complete this document for their response, are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable. Failure to return the entire solicitation document with offer will result in disqualification of the offeror.
- B. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the solicitation title and number, the due date specified in the solicitation for receipt, and the name and address of the offeror on the face of the envelope. Offerors are cautioned that failure to comply may result in non-acceptance of the offer.
- C. Telegraphic or electronic offers will not be considered. Modifications to offers already received may be made by telegram provided the actual telegram is received prior to the hour and date specified for the bid opening.
- D. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, will be submitted without expense to the County. If not destroyed by testing, samples will be returned at the offeror's request and expense unless otherwise specified.
- E. All offers submitted shall be firm offers for a minimum period of 60 days after the bid opening date unless otherwise stated in writing in the offer.

1-3 FAILURE TO SUBMIT OFFER

If the recipient of this solicitation does not wish to submit an offer for the goods or services requested, they may return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified.

1-4 LATE OFFERS

Offers, modifications of offers, and withdrawal of offers received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1-5 PREPARATION OF OFFERS

- A. Offerors are expected to examine the drawings, specifications, delivery, schedules and all Instructions. Failure to do so will be at the offeror's risk.

- B. All offers shall be considered to be in strict compliance with the bid invitation specifications and the successful offeror will be held responsible therefore unless any and all variations from the specifications are clearly described and sufficient supporting data is submitted with the bid to show their equivalency to the specifications.
- C. Each offeror shall furnish all information required by the solicitation. To be eligible for award the offeror must sign the solicitation and print or type their name in the space provided. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished.
- D. Unit prices with extended totals for each item shall be listed and shall include all packing charges. Unit prices will be used as the basis for awards when an error in extending total amounts occurs.
- E. The prices quoted shall remain firm until all deliveries of goods and/or services are completed. Offers stating price in effect at the time of shipment will not be accepted.
- F. When indicated, King County will use prompt payment discount terms when evaluating offers, however, discounts terms of less the twenty (20) days will not be considered. The minimum acceptable payment terms without benefit of twenty (20) day discount shall be NET 30 days. List prompt payment discounts offered on page 1 of the solicitation.
- G. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item. The offeror is cautioned that sales tax is a factor in evaluating the total cost to the County for awards.
- H. All deliveries shall be FOB destination unless otherwise specified by the County, or when specifically excepted by the offeror. All offerors of FOB origin shipments are cautioned that shipping costs are a factor in determining net costs to the County.
- I. Offeror must state a definite time for delivery of supplies or completion of performance of service unless otherwise specified in the solicitation.
- J. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- K. Offerors are cautioned to note any requirement for certification of understanding shown in the solicitation. Offerors signing such certificates indicate understanding and agreement to comply with the specifications and will be held fully responsible.

1-6 MODIFICATION OR WITHDRAWAL OF OFFERS

Offers may be modified or withdrawn by mail or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or authorized representative provided their identity is made known and they sign a receipt for the offers, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. All requests for modification or withdrawal of offers, whether personal, written, or telegraphic shall not reveal the amount of the original bid.

1-7 ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS

Receipt of an addendum to a solicitation by an offeror must be acknowledged by:

- A. signing and returning the addendum, or
- B. acknowledging receipt of all addenda as indicated by the solicitation

Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

1-8 BID DEPOSIT

When specifically required by the solicitation, a bid deposit in the form of a surety bond, postal money order, cashier's check, or certified check shall be furnished by the offeror to the County payable to "King County Finance". The bid deposit of all unsuccessful offerors shall be returned after the contract is awarded.

1-9 GENERAL

- A. Offerors desiring to restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.
- B. After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all articles which are not in strict conformity with the requirements of the specification and the offer. All such rejected articles must be promptly removed and replaced by new articles (which shall be subject to approval) at the offeror's own expense.
- C. Offers are understood as containing a warranty that all articles are in strict conformity with the requirements of the specifications.
- D. On failure to furnish promptly any articles specified in the contract, of the quality specified, the County reserves the right to purchase same in the open market, or of declaring such contract void, and if a greater price than the contract price has to be paid for any articles by purchasing it in the open market, the difference will be charged to the Contractor.
- E. Electronic Commerce and Correspondence:

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>, please refer to the "RFPs, RFQs & ITBs / New / Goods/Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential offeror. Each offeror bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If an offeror downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the offeror *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the offeror's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After all offers have been opened in public, the County will post a listing of the offerors-submitting offers, or the name of a person to contact for bid results at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs/ Awarded/ Goods/Services" portion of the site for a listing, as well as a notification of a final award.

1-10 SUBSTITUTIONS

When special brands, materials, design, style or size are named in the solicitation for any item, such specifications shall be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use. Where indicated in the solicitation, brands of equal quality, performance and use shall be considered, provided the offeror specifies the brand, model and submit

with their offer other data necessary for comparison. The County shall retain the sole right to accept or reject substitute offers.

1-11 TAXES

- A. King County requires that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not have this form on file, or if you wish to obtain a copy, you may download a copy from either the King County web site¹, or directly from the Internal Revenue Department web site², or you may request one from the contact address and phone number on the front page of this bid form.
- B. King County is required to pay Washington State Sales or Use Taxes for most goods and services.
- C. King County is exempt from Federal Excise and Transportation Taxes. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

1-12 WARRANTY

On each item offered, the minimum acceptable warranty shall be that the Contractor will repair or replace all equipment or items which fail due to defective equipment and/or defects in material and workmanship at no cost to the County during the first year after acceptance by the County. The solicitation may require other specific warranty terms and details. All warranties shall indicate the following information.

- A. Exact period of warranty.
- B. Any special extended warranty offered.
- C. Name and address of local warranty service and service hour.
- D. Name and address of local parts supplier and delivery time.
- E. Any special hours emergency service offered.
- F. Availability of direct factory service and parts.
- G. A general statement of warranty policy

The Contractor shall submit copies of applicable warranties upon request by the County.

1-13 AWARD OF CONTRACT

- A. An award of contract shall be subject to all applicable Federal and State laws, King County Code, and, to King County Contracting Opportunities Program (refer to paragraph 1-24).
- B. The contract will be awarded to the responsible, responsive offeror submitting the lowest price to the County subject to King County's Small Economically Disadvantaged Business (SEDB) Opportunities Program as stated on Attachment "A".
- C. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers.
- D. The County may accept any individual item or group of items of any offer, unless the offeror qualifies their offer by specific limitations. (refer to paragraph 1-9.A).

¹ The King County's web site is located at: <http://www.metrokc.gov/finance/procurement/suppliers/forms.asp>

² The Internal Revenue Service web site is located at: <http://www.irs.gov/>

- E. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance shall be a binding contract without further action by either party.
- F. On any County award or rejection, the decision of the County shall be final.

1-14 TERM PURCHASE AGREEMENTS

- A. Term purchase agreements, annual or blanket purchase orders may be issued by the County for goods/services for such periods as are indicated in the solicitation or agreement (contract). Such agreement periods may be less than but shall not exceed the specified time period.
- B. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated.
- C. Term purchase agreements for estimated quantity requirements are subject to the option of King County to purchase up to 25% of its requirements from other sources for experimental, test or evaluation purposes or if a lower responsible price is offered or if the vendor is unable to make deliveries in accordance with the requirements of the County.
- D. The prices quoted shall be the maximum allowed during the contract period unless the solicitation specifically provides for price escalation. Price reductions at the manufacturer's or distributor's level during the contract period shall be reflected by a reduction of the contract price retroactive to the effective date of the price reduction.

1-15 AFFIRMATIVE ACTION AND NON-DISCRIMINATION IN CONTRACTING

The offeror shall comply with the provisions of King County Code Chapters 12.16, 12.17, 12.18, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements.

1-16 INSURANCE

When required under the terms of the solicitation, commercial general and auto liability, property damage, and fire insurance acceptable to the County in the amounts specified, shall be furnished by the offeror. All insurance policies shall be endorsed with the following declaration, "King County, its officers, employees, and agents are covered as additional insureds."

1-17 INVOICES

Two copies of invoice(s) shall be submitted, unless otherwise specified. Invoices shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, and discounts offered, if applicable. Bill to the "SHIP TO" address on the purchase order unless otherwise notified. DO NOT BILL TO OR FORWARD INVOICES TO THE PROCUREMENT SERVICES SECTION.

1-18 PAYMENTS

The Contractor shall submit properly certified invoices to King County. All payments will be remitted by mail. The provisions or monies due under this contract shall not be assignable. The County will take advantage of any prompt payment discount terms offered. Discount periods must be extended if the invoice is returned for credit or correction.

1-19 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

1-20 CONTINGENT FEE

The Contractor, subcontractor and each offeror certifies that:

- A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.
- B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract and agreed to furnish information relating to (A) or (B) above as requested by the County.
- C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

1-21 CANCELLATION

The County may cancel any purchase order/contract, or any part thereof by written notice at any time without penalty for its own convenience, for default of the Contractor, or, for non-appropriation of funds by the King County Council.

1-22 PROTEST PROCEDURE

King County has a process in place for receiving protests based upon either bids or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

1-23 ENVIRONMENTAL PURCHASING POLICY

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper and ensure that the cover page of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

1-24 KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM FOR GOODS AND SERVICES

King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County competitively bid contracts for the purchase of goods and services. The program is open to all SEDB certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

SECTION 2 - OFFEROR QUALIFICATIONS, BID EVALUATION, AND AWARD**2-1 FINANCIAL RESOURCES AND AUDITING**

If requested by the County, prior to the award of a contract, the successful offeror shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract. This proof may include but shall not be limited to, audited financial statements such as balance sheets and statements of cash flow for each of the three (3) most recently completed fiscal years, documentation of an open line of credit or other arrangement with an established financial institution, certification of adequate financial resources provided by the successful offeror's principal financial officer or an independent accountant, or an onsite audit of the successful offeror's financial fitness to perform the contract, conducted by King County's Auditing Division.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and compliance with all terms and conditions contained within this contract. King County shall be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2-2 QUALIFICATIONS

To be eligible for award, offerors shall be a bona fide franchised dealer or manufacturer of the wheel loaders offered.

2-3 REFERENCES

List the names and addresses of two (2) customers, not including King County, for whom the Offeror has provided similar unit(s) as the unit requested, in the state of Washington, which has been operating successfully for a period not less than one (1) year. Also List the names and addresses of two (2) customers, not including King County, for whom the Offeror has provided equipment parts on a regular basis, in the state of Washington, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a Offeror be found unsatisfactory, King County, at its sole option, may reject that Offeror's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with bid response.**

Company Name	1. _____	2. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____
Company Name	3. _____	4. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____

2-4 EVALUATION

Offers meeting all other requirements of this ITB will be evaluated based upon price.

King County will use prompt payment discount terms in evaluation of this ITB, however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by King County without benefit of twenty (20) day discount shall be NET 30 days. State payment terms on Page 1 of this ITB.

The evaluation process will also include application of a 5% incentive factor for firms responding to this ITB that are certified and participating in King County's Contracting Opportunities Program.

2-5 AWARD

Award will be made to the firm deemed lowest responsive, responsible offeror, based upon total cost to the County, after application of the 5% incentive, if eligible.

King County will not split the award of this ITB.

SECTION 3 - GENERAL CONTRACT REQUIREMENTS

3-1 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16

King County Code 12.16 relates to non-discrimination in employment and requires vendors to submit work force data to be eligible for a purchase order or contract award. For a vendor/contractor to receive a purchase order or contract, personnel employment data must be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm will exceed \$25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to \$25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, offerors/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at (206) 684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at:

<http://www.metrokc.gov/finance/procurement/suppliers/forms.asp>

3-2 NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

King County Code Chapter 12.17 and 12.18, which relates to non-discrimination in contracting and fair employment practices, are incorporated by reference as if fully set forth herein and such requirements apply to this contract. In accordance with K.C.C. 12.17 and 12.18, neither the Contractor nor any party subcontracting under the terms and conditions of the contract shall discriminate or engage in unfair contracting or employment practices.

3-3 NON-DISCRIMINATION IN BENEFITS TO EMPLOYEES WITH DOMESTIC PARTNERS

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms and Ordinance 14823 are available online at:

http://www.metrokc.gov/finance/procurement/documents/U_042_EB_Worksheet_Declaration.doc.

3-4 SUPPORTED EMPLOYMENT PROGRAM

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Offerors that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division at (206) 296-5268.

3-5 DESCRIPTIVE DATA AND SPECIFICATIONS

Submit complete descriptive data and specifications, including a statement of warranty, for the equipment offered.

3-6 ESTIMATED QUANTITIES

The quantities listed in the solicitation represent the County's current estimated requirements. The County will be neither obligated by nor restricted to the quantity(s) indicated.

3-7 NON-ASSIGNMENT

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

3-8 INCORPORATION OF DOCUMENTS

The contract between the awarded offerer and King County shall include all documents mutually entered into, specifically including the contract document, the solicitation, and the Response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation.

3-9 SEVERABILITY

The invalidity or unenforceability of any provision of any resultant Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

3-10 INDEMNIFICATION AND HOLD HARMLESS

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.
- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the contractor, its officers, employees, subcontractors of any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

3-11 TERMINATION

A. Termination for Convenience

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

B. Termination for Default

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Successful Awardee fails to perform in the manner called for in the contract, or if the Successful Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee

setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

The termination of this contract shall in no way relieve the Successful Awardee from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and

The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year.

SECTION 4 - SPECIFIC CONTRACT TERMS AND CONDITIONS

4-1 DELIVERY

Delivery is required as soon as possible and not later than sixty (60) days after verbal placement of an order. Offeror's shall state the number of days in which they will guarantee delivery after receipt of order. Bid prices shall include delivery, FOB destination, to the following location.

King County DOT, Fleet Administration, ER&R
155 Monroe Ave. NE
Renton, WA 98056
Attn: Bob Toppen

4-2 LIQUIDATED DAMAGES

- A. Liquidated Damages: All time limits stated in the Purchase Order are of the essence. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful awardee and the County of King that:
- A delay would seriously affect the public and the operation of King County; that a reduction in the unit price of \$100.00 per calendar day for each and every day for each unit which exceeds the delivery time set forth in the Purchase Order is the nearest measure of damages for each delay that can be fixed at this time; therefore, the County and the successful offeror hereby establish said reduction in the unit price of \$100.00 per calendar day for each and every day of delay for each unit as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful offeror on or before the time specified in the Purchase Order.
- B. Should the successful offeror be obstructed or delayed in completing delivery or by any default, act or omission of the County, or by strikes, fires, act of God, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions, then the time of completion shall be extended for such periods as may be agreed upon by the County and the successful offeror. Shall there be insufficient time to grant such extensions prior to completion date of the contract, the County may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.
- C. If normal delivery time is increased by ordering any option, please show increase in delivery time adjacent to option description.

4-3 SCHEDULED MAINTENANCE COSTS

All Offerors shall complete and return with bid submittal the attached Scheduled Maintenance Calculation form. The maintenance cost submitted shall be used to calculate the total cost of the unit bid. Any falsification or non-compliance of this section shall be reason for disqualification of the Offeror.

4-4 GUARANTEED MAXIMUM REPAIRS

- A. Seller shall guarantee maximum total cost of repairs (parts only) for a period of 3,500 hours of operation as recorded by engine hour meter or six (6) years from date of acceptance of equipment, whichever occurs first. Repair costs are to be paid for by King County only if incurred. Seller shall pay to King County the cost of repair in excess of bid figure.
- B. Seller shall pay for all repairs (including parts and labor) to the Bid Equipment covered by Manufacturer's Warranty, and these costs shall not be included in the total cost of repairs.

- C. All repair parts shall be purchased from the Manufacturer's authorized dealer and shall be charged against the equipment at the same price shown on dealer's invoice.
- D. Seller will be notified by King County in advance of contemplated repair work in excess of \$1,000.00 total cost (parts and labor), and the details of all such work to be done. Seller shall submit his cost estimate on the work to be done. At seller's option, the repairs will be done in the seller's service department and billed to King County at seller's prevailing rates. Regardless of where such repairs are performed, the cost thereof included in Section 8, item #3 of Pricing shall not exceed the cost estimate. If the repair work is done in any shop other than the seller's, seller will be notified promptly of the amount to apply as part of the guaranteed total cost of repairs. All repair costs under this clause shall become a part of the guaranteed cost of repairs (parts only). All repair costs (parts only) shall be substantiated by detailed invoices.
 - 1. On the seller's presentation in writing on verifiable information to King County that the parts are not available to the dealer from his manufacturer by reason of strike, natural disaster, or national emergency, the daily charges shall not be made.

Should delivery of repair parts not be made within two normal working days from the date the order was placed with the vendor, a daily penalty of \$25.00 per working day shall be applied for each day over two that the part is not delivered.
 - 2. The seller may avoid the penalty for non-delivery of parts by making available to King County at no cost, a unit of similar size and capacity until such time as the parts are delivered.
 - 3. Seller is not obligated for the daily charge provided he furnishes the parts ordered on a no charge basis to King County.

4-5 FUTURE REPURCHASE AGREEMENT

The Contractor hereby guarantees to repurchase (buy back) the Wheel Loaders from King County at any time before the end of the six (6th) year after the equipment acceptance date or thirty-five hundred (3,500) operating hours, whichever occurs first. The Contractor also agrees to repurchase the Wheel Loaders from King County at any time prior to one (1) year after the delivery date or thirty-five hundred (3,500) hours of equipment use, whichever occurs first, at 1.5 times the six (6) year/ thirty-five hundred (3,500) hour guaranteed repurchase price. The seller shall pay the amount guaranteed, in cash, within thirty (30) days after written notification of the County's desire to sell the excavator.

King County reserves the right to resell the Wheel Loaders as stated in the Repurchase Agreement, or to sell to others, or to retain ownership in accordance with its best interest.

In the event that the equipment subject to the Repurchase Agreement, while in possession of the County, is either totally destroyed or partially damaged to the extent that the damage is beyond economical repair, and is considered a total loss because the cost of repairs exceeds the guaranteed repurchase price, then the Contractor is released from this obligation relating to the Guaranteed Repurchase.

The location of the equipment at time of Guaranteed Repurchase shall be the same as the original delivery location.

4-6 PERFORMANCE BOND

The Contractor shall furnish a performance bond(s) that will guarantee the amount of the repurchase price offered. Performance bond(s) shall be held in force for the entire six (6) year repurchase period. A copy with the required language is attached for your convenience.

4-7 ACCEPTANCE

Within ten (10) working days following delivery of the equipment, King County DOT, ER&R will generate a letter stating the acceptance/ non-acceptance of the equipment received.

After correction of the noted deficiencies, the County shall be notified, in writing, of the date of correction and the deficiencies corrected. The acceptance procedure will start over.

No part or parts defective in construction or deficient in any of the requirements of these specifications will be considered as being accepted in consequence of the failure of any employee of King County to point out said defects prior to acceptance of the equipment by King County.

4-8 PAYMENT

Payment will be made within 30 days of acceptance, upon receipt of invoice, unless prompt payment discounts apply.

4-9 FTA REQUIREMENTS

This solicitation shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.

SECTION 5 - TECHNICAL SPECIFICATIONS FOR SEVEN (7) OR MORE RUBBER-TIRED WHEEL LOADERS

This specification is intended to describe and set minimum specifications, acceptable for Rubber-Tired, Front-End, Wheel Loaders. The units shall be new, current standard productions models, completely serviced and prepared for customer delivery by a factory authorized dealer prior to delivery. The units shall include a six (6) year/3,500 hour warranty, six (6) year\3,500 hour guaranteed buy-back, the buy-back shall be a minimum of 70% of the original purchase cost. Bid responses shall include a guaranteed maximum repair cost for each year the guaranteed buy-back is in affect. Offerors shall respond to each specification with a check mark to indicate the item being bid is exactly as specified or a description to indicating any deviation from the specifications. Attach additional sheets if required.

MINIMUM REQUIREMENTS

5-1 OVERALL DIMENTIONS

- A. Length: Maximum acceptable 25 feet

- B. Width: Not less than 94 inches without bucket

- C. Height to hinge pin, fully raised: 12 feet 1 inch

- D. Minimum operating weight without use of ballast 25,800 lbs.

5-2 ENGINE

- A. Tier II certified, four stroke, turbocharged, six cylinder 5.9 liter, diesel engine

- B. Net horsepower 145hp at 2200 RPM

- C. Alternator: 50 amp

- D. Direct electric 24-volt starting and charging system

- E. Two (2) 12-volt, 900 CCA maintenance free batteries

- F. Dry type, radial seal air-cleaner with primary and secondary elements

- G. Engine cold weather starting aid.

5-3 TRANSMISSION

- A. Full power-shift transmission with torque converter, four (4) speeds forward and three (3) speeds reverse

- B. Computer controlled electric shift

- C. Quick shift button on hydraulic boom raise lever, automatic shift feature is selectable to shift between gears 1-4 or 2-4

- D. Single lever control for gear and direction

**SECTION 5 - TECHNICAL SPECIFICATIONS
FOR SEVEN (7) OR MORE RUBBER-TIRED WHEEL LOADERS**

MINIMUM REQUIREMENTS

E. Governed speeds with 20.5-25 tires

1. Forward

1. 4.3 MPH _____

2. 7.6 _____

3. 14.2 _____

4. 23.8 _____

2. Reverse

1. 4.5 MPH _____

2. 7.8 _____

3. 15.0 _____

5-4 BRAKES

A. Shall meet SAE J1473 and ISO 3450-1996 standards _____

B. Service brakes: Shall be 4-wheel, hydraulic wet-disc, long life and self adjusting _____

C. Parking brake: Shall be automatically spring applied, hydraulically released disc _____

5-5 HYDRAULIC SYSTEM

A. Loader shall feature hydraulic lift, lower, dump, roll back and float features _____

B. Auxiliary valve with quick couplers and lines to end of boom. Couplers shall be compatible with existing King County, 4-in-1 buckets and other attachments _____

C. Shall have axial piston or vane pump; closed center, pressure compensating system _____

D. Maximum Hydraulic cycle times:

1. Raise 5.7 seconds _____

2. Dump..... 1.5 seconds _____

3. Lower, empty, down..... 4.4 seconds _____

E. Control Features: Four-function hydraulic valve with joystick control and two (2) levers _____

F. Lift Capacity: ground level 18,100 lbs. with coupler _____

G. Straight line tipping load 18,100 lbs. with coupler _____

H. Full turn tipping load (40 degree) 15,300 lbs. with coupler _____

**SECTION 5 - TECHNICAL SPECIFICATIONS
FOR SEVEN (7) OR MORE RUBBER-TIRED WHEEL LOADERS**

MINIMUM REQUIREMENTS

- I. Unit shall be delivered to King County with hydraulic system and tank filled with **Bio-based biodegradable oil, “NO EXCEPTIONS”** documentation shall be provided

5-6 AXLES

- A. Fixed front, oscillating rear + or - 12 degrees
- B. Maximum single-wheel rise and fall 16 inches

5-7 FINAL DRIVES

- A. Planetary final drives to each wheel
- B. Standard rear axle
- C. Hydraulic lock front axle

5-8 LOADER

- A. Shall be equipped with a general purpose bucket with a minimum SAE heaped capacity of 3.0 cubic yards to include bolt on cutting edge. Loader shall include automatic return-to-dig and bucket self-leveling, bucket width not to exceed 102 inches
- B. JRB Model 300 hydraulic quick coupler, shall be compatible with existing King County attachments
- C. Minimum SAEJ732C bucket breakout force of 19,000 lbs. with coupler
- D. Bucket shall have sufficient “rap-out” to knock sticky material out of bucket
- E. Loader shall have a minimum dump clearance to the cutting edge of 103 inches at full height @ 45 degree with coupler
- F. 4-in-1 bucket with a heaped capacity of 2.5 cubic yards shall be equipped with inner and outer replaceable cutting edges
- G. Unit shall be equipped with ample rear ballast to allow stable operation and control with loaded bucket

5-9 CAB

- A. Pressurized with sound suppression and roll-over protective structure (ROPS)
- B. Shall include back-lit rocker switches, engine key start/shut-off switch, floor-mat, conveniently located fuse panel
- C. Warning indicators for: alternator, volt-meter, engine oil pressure, coolant temperature, fuel gauge, hydraulic oil temperature, hydraulic filter bypass, parking brake, service brake oil level, transmission oil temperature, transmission oil pressure, windshield washer/wiper
- D. Horn switch

**SECTION 5 - TECHNICAL SPECIFICATIONS
FOR SEVEN (7) OR MORE RUBBER-TIRED WHEEL LOADERS**

MINIMUM REQUIREMENTS

E.	Hydraulic power steering	_____
F.	Hydraulic implement controls	_____
G.	Low effort foot controls	_____
H.	Highest quality cloth covered, adjustable, air suspension seat	_____
I.	Seat-belts, retractable	_____
J.	Service hourmeter	_____
K.	Tilt adjustable steering wheel	_____
L.	Locking cab and compartment doors, common keyed	_____
M.	Fenders, front and rear	_____
N.	Fire extinguisher	_____
O.	Heater/air conditioner, 25,000 BTU\HR with four (4) vents	_____
P.	Tie downs at each corner	_____
Q.	Master electrical disconnect	_____
R.	Work lights, two (2) front, two (2) rear	_____
S.	Left and right side mirrors, rear view mirror in cab	_____
T.	Tires 20.5R25 XHAT Michelin radials with one (1) spare rim	_____
U.	Vandalism protection package	_____
V.	Windshield wipers with washers, front and rear	_____
W.	AM\FM radio	_____
X.	Ground level door release	_____
Y.	High profile, sound suppressed cab	_____
Z.	Sweep-out cab floor	_____
AA.	Air conditioning, factory installed	_____
BB.	Defroster fans, front and rear	_____
CC.	Directional signal lights	_____
DD.	SMV (slow moving vehicle) sign, mounted left rear of unit	_____
EE.	Rear, center roof mounted Whelen model 800D strobe light	_____
FF.	Backup alarm	_____

**SECTION 5 - TECHNICAL SPECIFICATIONS
FOR SEVEN (7) OR MORE RUBBER-TIRED WHEEL LOADERS**

MINIMUM REQUIREMENTS

5-10 ROPS\FOPS FEATURES

- A. ROPS shall meet the following criteria, SAE J394, SAE J1040 APR88 and ISO 3471-1986 _____
- B. FOPS shall meet the following criteria, SAE J231 JAN81 and ISO 3449-1992 Level II _____

5-11 STEERING

- A. Shall be full hydraulic power steering. Meets SAE J1511 FEB94 and ISO 5010: 1992 _____
- B. Shall be equipped with true center-point steering, frame articulation with locking bar\pin _____

5-12 MANDATORY TRADE-IN

- A. King County is trading-in the following equipment:

Seven (7), 1999 John Deere 544H Loaders

- KC #EFL053....SN: DW544HX573939.... 2151 Hrs.
- KC #EFL054....SN: DW544HX573941.... 2543 Hrs.
- KC #EFL055....SN: DW544HX573955.... 2488 Hrs.
- KC #EFL056....SN: DW544HX573959.... 1927 Hrs.
- KC #EFL057....SN: DW544HX573957.... 1600 Hrs.
- KC #EFL058....SN: DW544HX573977.... 2407 Hrs.
- KC #EFL059....SN: DW544HX573979.... 2364 Hrs.

Due to a guaranteed repurchase price on these wheel loaders from the original bid, King County will not accept any offer less than \$71,550.00 ea., for a trade-in offer to be considered responsive. _____

- B. Trade-in price will be used to determine award to the lowest responsive bid for the new equipment. To arrange a time to appraise the trade-in's contact: Bob Toppen at (206) 296-8159. _____

5-13 BUY-BACK

Bid price to include guaranteed 6 year/3,500 hour buy-back. Buy-back shall be a minimum of 70% of the original purchase price. _____

5-14 WARRANTY

- A. Entire machine shall be covered by a twenty-four (24) month parts and labor warranty. Powertrain shall be warranted for six (6) years or 3,500 hours. _____
- B. A full time complete parts and service facility offering factory authorized service and a parts supply adequate to perform complete repairs is required. Facility shall be within a fifty (50) mile radius of the King County Department of Transportation, Fleet Maintenance Facility at: 155 Monroe Ave NE, Renton, WA 98056 _____

**SECTION 5 - TECHNICAL SPECIFICATIONS
FOR SEVEN (7) OR MORE RUBBER-TIRED WHEEL LOADERS**

MINIMUM REQUIREMENTS

- C. Quote price for factory available warranty programs, above and beyond the base warranty, supply printed literature with bid. _____
- D. Inspection of offeror's parts and service facility may be required before bid award. _____
- E. Contractor shall provide a contact name and a direct telephone number that is toll free from the King County DOT. _____
- F. King County will be responsible for all warranty and recall work. The Contractor shall reimburse King County for all warranty and recall work at current manufacturers warranty reimbursement rate per hour. King County reserves the right to have the Contractor perform warranty work at King County's discretion. The Contractor shall accept responsibility and cost for transportation of unit from within King County to authorized repair facility and or field technician travel time to and from repairs for the base warranty period, **state factory warranty rate**. \$ _____/hr
- G. Warranty shall begin on date unit is placed into service, not delivery date. Contractor will be notified. _____
- H. Copies of all applicable warranties shall be submitted with bid package. Additional data entry form shall be completed and delivered with equipment. _____
- I. If unit(s) is sent to dealer or recalled and cannot be repaired within two (2) working days a loaner of comparable size shall be supplied to King County at no charge. _____

5-15 GENERAL

- A. Only new models in current production which are cataloged by the manufacturer, and for which printed literature and specifications are available are acceptable. _____
- B. A performance demonstration may be required before bid award. Performance demonstration shall be of unit per basic specifications. _____
- C. All standard equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in specifications. _____
- D. All equipment shall be new. Used, demonstration, rebuilt or remanufactured equipment is unacceptable. All items requested in the specifications shall be factory available, no aftermarket equipment will be accepted. _____
- E. The equipment shall have full dealer preparation and be ready for service when delivered. _____

**SECTION 5 - TECHNICAL SPECIFICATIONS
FOR SEVEN (7) OR MORE RUBBER-TIRED WHEEL LOADERS**

MINIMUM REQUIREMENTS

- F. The equipment shall be delivered with the following items. Delivery will not be considered complete without delivery and acceptance of all items.

1. Title application for each unit delivered

2. Manufacturers statement of origin for each unit delivered

3. Original billing invoice

4. Certified weight slip for machine

5. Two (2) lube chart per order

6. One (1) complete, bound technical service manual per order, CD format preferred

7. One (1) bound parts manual per order, CD format preferred

8. One (1) bound operators manual per unit

9. Two (2) safety/pre-operation checks video per order, CD format preferred.

10. One (1) complete set of filters and belts shall be supplied with each unit ordered.

11. One (1) list of all consumable maintenance items including description and part numbers. List shall include filters, belts, wiper blades and cooling system hoses applicable to units ordered.

5-16 TRAINING

- A. Operators training covering familiarization and operation of all standard and optional features as unit (s) ordered are equipped, shall be provided. The Contractor shall provide two (2) separate sessions if necessary. Date and location shall be specified when the equipment is accepted.

- B. Shop technician training shall be provided on basic systems operation, troubleshooting all unit systems and general maintenance. Since all King County technicians have basic skills, this training shall be specifically applied to all unit systems and be performed by the equipment manufacturer’s authorized service trainer. The course outline “**shall**” be submitted with the bid response. Offerors shall calculate all costs for training and include in their bid response, including travel and lodging, if required. Training shall be scheduled prior to delivery of equipment.

SECTION 6 - PARTS

6-1 GENERAL

In addition to the acquisition cost of equipment, this Invitation to Bid addresses King County's need to control the costs associated with equipment maintenance. Therefore, this bid takes into consideration not only the equipment price, but also the cost of parts and the contractors product support after the purchase.

6-2 CONTRACT DURATION/ EXTENSION

For any resulting parts contract issued based upon the award of this ITB, the contract period shall be one (1) year from the date of award of the parts contract. King County may extend the contract period for four (4) additional one-year periods in accordance with the County's best interest and at the sole option of the County.

6-3 PRICE REVISIONS

Parts prices shall remain firm for at least one (1) year after contract award. Thereafter prices may be changed as follows: All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price change.

In the event of a price increase at the manufacturer's level during the contract period, the Contractor may request a price change not to exceed the exact amount of the manufacturer's price increase. The request shall include adequate documentation and/or a copy of their suppliers price change notice. The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

If price increases are approved by the County and allowed, they shall take effect at the time of contract extension and remain in effect for the subsequent contract extension period.

Failure to provide the requested documentation to support a price change request shall not impact the ordering or delivery of any item or service associated with the contract.

The percent of mark-up quoted on parts and/or services shall remain the same throughout the entire life of the contract including any subsequent extensions.

6-4 PARTS SUPPORT

Each offeror shall respond to every specification with a check mark to indicate the item being bid is exactly as specified or a description indicating any deviation from the specifications.

- A. Service Expectation, the Contractor's employees shall be knowledgeable in the products listed. The Contractor is expected to assist purchasers in making cost effective parts purchases. Assistance includes but is not limited to suggesting economic order quantities and less costly substitutes of equal quality. _____
- B. Contractor Qualifications, the Contractor must be an established dealer, currently stocking and supplying a full line, as recommended by the manufacturer, of repair parts for the equipment specified with sufficient facilities, personnel and equipment to perform all requirements, terms and conditions of this Invitation to Bid, in the event of award. A site visit may be made prior to awarding bid to determine if a Contractor is capable of performing within the terms of the contract. _____

- C. The manufacturer and Contractor shall guarantee that parts prices will be as low as such parts are sold to any other user purchasing similar quantities and that if at any time the prices are reduced or increased to the general trade, it is understood that King County shall not pay a higher price than any other user purchasing similar quantities effective with the date of such price reduction or increase to the general trade. _____
- D. Parts Billing:
1. A **Priced** invoice, packing slip or delivery ticket shall accompany all deliveries. If a product is shipped direct from the manufacturer, a priced document shall be hand delivered, E-mailed or faxed to King County no later than 24 hours after receipt of shipment. _____
 2. Each County Department and/or agency shall be assigned a unique customer number to be used in identifying each sale and proper billing address. Invoices/packing slips must include the name of the person who placed the order, their phone number, their order number, the unit price, sales tax and other pre-approved charges, if any. A separate packing slip for each order number shall be included with the delivery if a shipment combines items from more than one order. _____
- E. The Contractor shall advise the County of any item that is not available or will be backordered at the time the order is placed. King County shall be immediately notified by the Contractor if an existing order will be delayed or not be exactly as ordered. _____
- F. Parts Returns:
- King County reserves the right to return parts if needed.
Reasons for return may include, but are not limited to: item failure or defect, wrong item shipped, incorrect item ordered or item no longer needed. The Contractor shall immediately provide a receipt for all returned stock. In accordance with its best interest, King County may select any of the three (3) restitution options:
1. Item replacement: Contractor shall provide the replacement item within the time established. _____
 2. Credit: Contractor shall issue a credit within three (3) business days of receiving an item. _____
 3. Reimbursement check: Contractor shall issue a reimbursement check within twenty (20) business days after receiving an item. _____
- G. Parts Buy-Back:
- Contractor shall buy-back, at current fair market value, all items purchased under this contract that are declared surplus or no longer required by King County, provided they are not used and are not of an unusual design that is manufactured especially for King County. The Contractor is authorized a restocking fee not to exceed ten percent (10%) of the current price for the return of parts and supplies. Vendor shall be responsible for arranging pickup of products declared surplus. Please state restocking fee, if any. % _____

- H. Warranty:
- Items purchased under this contract shall be guaranteed against defect with full credit given. Contractor is responsible for picking up defective items or arranging for a Call tag to insure freight is charged to Contractor on defective returns.
- _____
- I. Products furnished that are below the County’s standard or not fit for the intended use shall be returned to the Contractor at their expense.
- _____
- J. The successful Contractor guarantees the goods and services furnished under this contract shall be free from defects in material and workmanship, and shall conform with all requirements of this contract. The Contractor is responsible for all costs of replacement, including shipping charges, for goods found to be defective within the warranty period.
- _____
- K. King County shall receive the increased warranty benefits if the Contractor or original manufacturer provides a warranty that is greater in scope or duration.
- _____
- L. The Contractor shall, upon request, provide the County complete copies of all written warranties or guarantees and/or documentation of any other arrangement relating to such warranties or guarantees extended to the Contractor by their suppliers, contractors, distributors and sub-contractors covering parts, component, sub-components and systems procured through this contract.
- _____
- M. The Contractor shall provide a local representative, authorized to act on their behalf and provide “on the spot” settlement of warranty claims or disputes. When applicable, the Contractor’s representative shall be responsible for completing warranty claim documentation, and the packing and shipping of returns to manufacturer.
- _____
- N. The expiration or termination of this contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.
- _____
- O. Items purchased for inventory shall be warranted from the date of installation by King County or their representative.
- _____
- P. Parts Delivery:
1. Stock Orders: Delivery for stocked items shall be made within one (1) business day. There shall be no shipping or freight charges on any stock orders.
- _____
2. Non-Stock Orders: Delivery for non-stocked parts shall be within three (3) business days at no additional cost to King County for shipping or freight.
- _____
3. Non-Stock Rush Orders: Rush or overnight delivery may incur shipping or freight charges. King County will not accept nor authorize payment for freight charges, unless, rush delivery was specifically requested in advance by authorized personnel. Freight charges shall not exceed actual charges for only those items ordered.
- _____

- Q. The Contractor shall be required to maintain sufficient stock to insure prompt delivery. The contract involves items necessary to perform critical King County services. Any delay in delivery could disrupt County services and force the County to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the County's ongoing needs. _____
- R. Contractors are urged to give careful consideration to the County's requirements and to the availability of qualified staff when establishing delivery times. In the event the delivery terms of the contract are exceeded, the County may find it necessary to acquire the parts from a different source, thereby incurring additional costs. Those charges may be passed along to the Contractor (*Reference: Bidding Instruction and Purchase Order Contract Condition, paragraph 1-9.D*). _____
- S. Telephone Contact:
1. The Contractor shall provide a contact name and a direct telephone number that is toll free from the King County Department of Transportation. Electronic voice mail is not acceptable as an answering service.
- Contact Name: _____
- Toll Free telephone number: _____
- T. Parts Catalogs and Price Lists:
1. Within two (2) weeks of request, Contractor shall furnish all necessary parts catalogs, price lists, and/or latest dated published manufacturer's net price lists to customers, at no cost. _____
- U. Estimated Quantities:
1. The items listed represent King County's anticipated approximate requirements and shall be used in the bid evaluation analysis. Quantities listed are to be purchased on an as needed basis. _____
- V. This is NOT a one-time purchase nor authorization to order. _____
- W. The County shall be neither obligated by nor restricted to the quantities indicated. _____
- X. Parts other than those listed may be obtained under the terms of this contract. _____

6-5 INVENTORY REPAIR PARTS LIST

The parts listed are representative of parts historically purchased during the life of the equipment based on maintenance records of existing related equipment. To ensure equivalence, the base price for this bid shall be the current Retail List Price. Using that as a basis, fill in the List Price, the Discount Percentage (if any) and the Unit Price. Extend the total by multiplying the Estimated Annual Use quantity times the Unit Price for each of the products listed. The discount percentage offered for the items listed, shall be consistent for all related items purchased under this contract and shall remain the same throughout the life of the contract, including extensions. Failure complete all the fields listed below shall result in disqualification of the bidder.

Item No.	Est. Annual Use	Description	List Price	% Disc	Unit Price	Item Total (Use X Unit Price)
1	1 ea	Air Conditioning Compressor	\$	%	\$	\$
State Brand & Part # Offered:						
2	1 ea	Alternator - New	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						
3	1 ea	Bucket Curl Hydraulic Cylinder	\$	%	\$	\$
State Brand & Part # Offered:						
4	1 ea	Turbo charger (new)	\$	%	\$	\$
State Brand & Part # Offered:						
5	1 ea	Steering Cylinder	\$	%	\$	\$
State Brand & Part # Offered:						
6	1 ea	Hydraulic Pump (main)	\$	%	\$	\$
State Brand & Part # Offered:						
7	1 ea	Engine Starter Motor - New	\$	%	\$	\$
State Brand & Part # Offered:						
8	1 ea	Engine Water Pump - New	\$	%	\$	\$
State Brand & Part # Offered:						
9	7 ea	Filter Fuel	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						

Item No.	Est. Annual Use	Description	List Price	% Disc	Unit Price	Item Total (Use X Unit Price)
10	7 ea	Filter Oil	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						
11	7 ea	Filter Air Outer	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						
12	1 ea	Wheel Assy	\$	%	\$	\$
State Brand & Part # Offered:						
13	7 ea	Cab Filter	\$	%	\$	\$
State Brand & Part # Offered:						
14	2 ea	Windshield Glass	\$ ea	%	\$ ea	\$
State Brand & Part # Offered:						
BID TOTAL					\$	

SECTION 7 - MAINTENANCE COSTS

SCHEDULED MAINTENANCE CALCULATION FORM

Life Cycle Cost Bid

King County believes that scheduled maintenance is a significant part of the overall cost of operating Bid Equipment and is, therefore, asking for its inclusion as part of the total cost of the unit bid.

7-1 GENERAL CONDITIONS

- A. The Bid Equipment will be operated by King County personnel in street/road maintenance, and used for other purposes for which it is designed.
- B. King County will maintain the Bid Equipment in accordance with the manufacturer's specifications.
- C. King County will keep accurate and current cost records.
- D. Seller reserves the right to examine King County's cost records on this unit at any reasonable time. At the end of each year's operation, seller will have 180 days to question the preceding year's repair parts and labor cost. If the seller fails to take action within the 180 day period, the records of that year shall be considered acceptable to both parties.
- E. Seller retains the right to inspect the Bid Equipment at any reasonable time and make recommendations for repairs, improved maintenance, etc. King County shall comply to the best of its ability, within a reasonable time, not to exceed thirty (30) days.
- F. King County will assume responsibility for all repair costs resulting from damage due to fire, windstorm, flood and rising water, lightning, and other acts of God, theft and pilferage, vandalism, accidents, and operator's and mechanic's negligence. Cost of repairs due to the above circumstances will not be included in guaranteed maximum repairs covered under paragraph 4-6, of the bid.
- G. King County will assume the expenses of expendable day-to-day supplies, parts and components such as lubricating oil, filters, grease, fuel, antifreeze, cutting edges, batteries, headlights, glass, tires, cleaning and painting.
- H. King County has the right at any time to sell, lease, loan, trade, or otherwise dispose of the Bid Equipment at its discretion. Such action shall make this contract null and void.

7-2 INSTRUCTIONS

The intent of this form is to determine the total scheduled maintenance costs that can be expected during the first 3,500 hours of ownership. Service intervals, number of grease fittings, and capacities shall be taken directly from the manufacturers lubrication and maintenance manual. Unit costs given are equal for all bidders. Although there may be a slight variance due to refill capacities, these total costs are made up of labor, overhead, lost productions, gaskets, lubricant, filters, and supervisory time. The comparison examines the service intervals for the various units bid and assumes that the manufacturer's recommendations, if followed exactly, will allow the costs that are to be incurred on each unit to be calculated with reasonable accuracy.

A. Grease Fittings

Total Hours of Operation		Service Interval	x	No. of Fittings @ Each Interval	x	Cost Per Fitting	=	Total Cost
3,500	÷	10 Hrs.	x	_____	x	\$0.25	=	\$ _____
3,500	÷	50 Hrs.	x	_____	x	\$0.25	=	\$ _____
3,500	÷	100 Hrs.	x	_____	x	\$0.25	=	\$ _____
3,500	÷	200 Hrs.	x	_____	x	\$0.25	=	\$ _____
3,500	÷	250 Hrs.	x	_____	x	\$0.25	=	\$ _____
3,500	÷	500 Hrs.	x	_____	x	\$0.25	=	\$ _____
3,500	÷	1000 Hrs.	x	_____	x	\$0.25	=	\$ _____
Total Cost (A)								= \$ _____

Determine number of fittings at each interval, insert each number as indicated (if none, write none), perform calculations and total last column.

B. Engine Oil & Filter

Number of Gallons _____ x 4.00 / Gallon = \$ _____ +
 Current Cost of Filters _____ = \$ _____ +
 Fixed Cost (Time x \$68.00/Hr.) _____ Hr x \$68.00 = \$ _____ +
 Cost Per Change = \$ _____

Total Hours of Operation		Service Interval	x	Cost Per Change	=	Total Cost (B)
3,500	÷	_____	x	_____	=	\$ _____

From manufacturer's maintenance manual determine crankcase drain and refill interval. Insert this hourly number and perform the calculation to arrive at the total cost for an engine oil change.

C. Transmission Oil

Total Hours of Operation		Service Interval	x	Transmission Capacity (Gals)	x	Cost Per Gallon	=	Total Cost (C)
3,500	÷	_____	x	_____	x	\$4.00	=	\$ _____

From the manufacturer's maintenance manual determine transmission drain and refill interval. Insert this hour number and perform the calculation to arrive at the total cost for a transmission oil change.

D. Hydraulic System

<u>Total Hours</u> <u>of Operation</u>		<u>Service</u> <u>Interval</u>	x	<u>Hydraulic System</u> <u>Capacity (Gals.)</u>	x	<u>Cost</u> <u>Per Gallon</u>	=	<u>Total Cost (D)</u>
3,500	÷	_____	x	_____	x	\$4.00	=	\$ _____

From manufacturer's maintenance manual determine the service interval for draining and filling the hydraulic system. Insert this hourly number, insert the total capacity (in gallons) and perform the calculation as indicated.

E. **TOTALS**

Listed below are each of the categories just calculated. Insert the total number for each category and add the column. The total figure should be entered on Section 8, Item #2 of Pricing.

A. GREASE FITTINGS	\$ _____ (A)
B. ENGINE OIL AND FILTER	\$ _____ (B)
C. TRANSMISSION OIL	\$ _____ (C)
D. HYDRAULIC SYSTEM	\$ _____ (D)
TOTAL	\$ _____

SECTION 8 - PRICING

Item No.	Est Quantity	Description	Unit Price	Total Price
1.	7 ea	Front-End Wheel Loader, Rubber-Tired, 28,000 lb, Diesel Powered Yr/Make/Model: _____	\$_____	\$_____
2.	7 ea	Scheduled Maintenance Cost (from Scheduled Maintenance Calculation Form)	\$_____	\$_____
3.	7 ea	Guarantee Maximum Repairs (6 yrs/3,500 hrs, per paragraph 4-4)	\$_____	\$_____
4.	7 ea	Inventory Repair Parts (from paragraph 6-5)	\$_____	\$_____
5.	7 ea	Future Repurchase Price (6 yrs/3,500 hrs, backed by performance bond)	\$_____	\$_____
6.	1 lt	Trade-in: 1999 JD Wheel Loaders	\$_____	\$_____
		KC #EFL053SN: DW544HX573939 ... \$_____		
		KC #EFL054SN: DW544HX573941 ... \$_____		
		KC #EFL055SN: DW544HX573955 ... \$_____		
		KC #EFL056SN: DW544HX573959 ... \$_____		
		KC #EFL057SN: DW544HX573957 ... \$_____		
		KC #EFL058SN: DW544HX573977 ... \$_____		
		KC #EFL059SN: DW544HX573979 ... \$_____		
TOTAL BID PRICE (1+2+3+4-5-6)			\$_____	

PERFORMANCE BOND

(COMPANY NAME)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ ("Principal") and
_____ ("Surety") a corporation legally doing
business in the State of Washington, are held and firmly bound unto the State of Washington and King County
in the sum of _____ DOLLARS, for the
payment of which sum we do bind ourselves, and each of our heirs, executors and administrators, successors
and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, THAT,
Whereas, the Principal entered into a certain written contract, number _____
with KING COUNTY, dated the _____ day of _____, 20____, for:

("equipment"), and Guaranteed repurchase price of: \$ _____
within _____ years after the date of delivery or before _____ operating hours, whichever occurs first.

WHEREAS, the said contract provides for an established guaranteed repurchase price for the equipment upon
compliance with certain stipulated conditions, and

WHEREAS, King County requires and the Principal agrees to issue this bond in support of the above
mentioned guarantee(s).

NOW THEREFORE, the condition of this obligation is such that, if the above bounden Principal shall well and
truly keep, do and perform the duties required of the surety as set forth in the said contract and in the manner
specified therein, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, however, that the conditions of this obligation shall not apply to any money loaned or advanced to
the Principal.

Sign and Sealed this _____ day of _____, 20__ .

Principal

Surety

By: _____
NAME

By: _____
Attorney-in-fact

TITLE

Approved as to Form:

By: _____
Deputy Prosecuting Attorney

H:\FORMS\PERFORM.BND



King County

ATTACHMENT A
INVITATION TO BID IT12925-AAB
KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM
FOR GOODS AND SERVICES CONTRACTS

The King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the Program is to maximize the participation of Small Economically Disadvantaged Businesses through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by contacting the BDCC office at (206) 205-0700.

Application of the 5% Incentive Factor and Contract Award:

1. This contract will be awarded to the lowest responsive, responsible offeror; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent (5%) of the bid price of the lowest responsive, responsible offeror, and that offeror is not a SEDB, then the contract shall be awarded to the low SEDB offeror.
2. All certified SEDB offerors must complete the information in the section for Offeror Identification as described in the front page of this Invitation To Bid and the certification information below.
3. (___) Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

Name of SEDB Business_____
SEDB Certification Number_____
Owner Signature_____
Contact Person Name and Phone Number

BID OPENING LABEL

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

U R G E N T – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
U R G E N T	 King County King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
	Bid No. 12925-AAB
	Bid Title Wheel Loader, Front-End, Rubber-Tired, 25,800 lb
	Due Date
	Vendor